Atty Docket: MKSI 1003-1

(MKS-133)

CERTIFICATE OF TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office

at Fax No. 703.872.9306 on 05 January 2004.

Sue Bromaghim

05 January 2004

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OFFICIAL

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Uzi LEV-AMI et al.

Application No. 10/617,355

Confirmation: 1528

Filed: 11 July 2003

Title: Graphical User Interface with

Process Quality Indicator

Group Art Unit: 2125

Examiner:

CUSTOMER NO. 22470

POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS

Mail Stop Missing Parts Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints:

 Mark A. Haynes
 Reg. No. 30,846

 Ernest J. Beffel, Jr. Reg. No. 43,489

 Warren S. Wolfeld
 Reg. No. 31,454

 James F. Hann
 Reg. No. 29,719

 Bill Kennedy
 Reg. No. 33,407

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney;

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said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. §3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or			
the Assignment recorded on at reel, frames			
Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of Assignee's knowledge and belief, title is in the identified ASSIGNEE.			
Direct all telephone calls to ERNEST J. BEFFEL, JR., ESQ. at (650) 712-0340.			
Address all correspondence to:			
Customer Number 22470			
HAYNES BEFFEL & WOLFELD LLP P.O. Box 366 Half Moon Bay, CA 94019 (650) 712-0340 (phone) (650) 712-0263 (fax)			
ASSIGNEE: MKS INSTRUMENTS, INC.			
Dated: 2-12-03 By: W.K. CLAIK			
Name: W. K. CLAIT			
Time Il Advant Augherstonia			

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

- (1) Uzi LEV-AMI 2400 W. El Camino Real, Apt. # 502 Mountain View, CA 94040
- (2) Guenter SIFNATSCH 4513 Carlyle Court, # 322 Santa Clara, CA 95054
- (3) Mark ATTWOOD 16575 Cantor Ct. Morgan Hill, CA 95037

hereinafter termed "Inventors", have invented certain new and useful improvements in

GRAPHICAL USER INTERFACE WITH PROCESS QUALITY INDICATOR

and have filed an application for a United States patent disclosing and identifying the above invention on 11 July 2003 as Application No. 10/617,355. OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the 3rd day of <u>December</u>, 2003; (2) the 3rd day of <u>December</u>, 2003; (3) the <u>3rd</u> day of <u>December</u>, 2003;

(hereinafter termed "application"); and

WHEREAS, MKS INSTRUMENTS, INC., a corporation of Massachusetts, having a place of business at 6 Shattuck Road. Andover, MA 01810 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignce:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignce the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

- 2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
- 3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.
- 4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

. /	State of)		
Ac.	County of) .		
Uzi LEV-AMI	efore me,,			
(2-3-03 Date	personally known to me satisfactory evidence, to be the within instrument and act the same in his/her authorize on the instrument the personal pers	personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.		
	WITNESS my hand and official seal.			
	(Notary Public)			

.. 0/5

	State of)		
	County of)		
Guenter SIFNATSCH	On, 2003, personally appeared	On, 2003, before me,, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.		
/2/3/ 03 Date	satisfactory evidence, to be the within instrument and a the same in his/her authoriz on the instrument the perso			
	WITNESS my hand and official seal. (Notary Public)			
	State of)		
11th	County of)		
Mark ATTWOOD	On, 2003, t	On, 2003, before me,		
12/3/03 Date	personally known to me satisfactory evidence, to be the within instrument and act the same in his/her authorized on the instrument the personal per	personally known to me or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.		
	WITNESS my hand and of	WITNESS my hand and official seal.		
	(Notary Public)			